

STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
DISABILITY COMPENSATION DIVISION
P. O. BOX 3769
HONOLULU, HAWAII 96812-3769
(808) 586-9188

TDI SELF-INSURER'S PLAN CERTIFICATION AND AGREEMENT

Employer Name: _____ DOL NO.: _____
Address: _____ TELEPHONE NO.: _____
_____ FAX NO.: _____

I. PLAN CERTIFICATION

Approval is requested of this firm's self-insured Temporary Disability Insurance (TDI) Plan effective _____.

A. This plan includes the following provisions:

1. a. All employees are covered at all times. **Number covered in Hawaii** _____
b. **Excluded** class of employees (if applicable):
Class _____ No. in class _____
_____ Covered by another plan _____
_____ Not covered by any other plan.
2. Coverage extends for two weeks beyond termination of employment unless the terminated employee is covered under the new employer's TDI plan.
3. Coverage includes disabilities resulting from sickness, pregnancy, termination of pregnancy or accident other than a work injury.
4. Employees will be paid according to the following benefit schedule:
 - a. Weekly benefits will be paid at _____% of weekly wages (at least 58%).
 - b. Benefits will commence on the _____ day of disability (not more than 8).
 - c. Benefits will continue for at least _____ weeks during the benefit year.
5. Employee contributions **will be** _____ **will not be** _____ deducted from employee's wages. If deductions are made, they will not exceed the lesser of 50% of the administrative cost or .005 of taxable wages.

B. Security for payment of benefits is assured as follows:

1. _____ The firm's latest **audited** financial statement (or current annual report) to show satisfactory proof of financial solvency and ability to pay employees TDI benefits is attached for Department of Labor and Industrial Relations' (DLIR) review and approval.
2. _____ There are valid reasons for not releasing the firm's financial statement. We will obtain:
 - _____ a. A surety bond in the amount required.
 - _____ b. Authorized securities in the amount required.

II. AGREEMENT

This firm agrees to abide by the following stipulations:

- A. The self-insured plan will remain in effect until:
 - 1. A notice to terminate is filed with and approved by the DLIR.
 - 2. Revoked by the DLIR for noncompliance with the TDI Law, related administrative rules, or the self-insured plan.
- B. Any changes to the self-insured plan will be filed with and approved by the DLIR before being adopted.
- C. The firm will authorize the Director in the event of neglect or refusal of the self-insurer to pay any obligation, including benefits, fines, expenses and assessments, to sell without notice all or any part of the deposited securities or require the surety to pay forthwith to the Director the penal sum of the bond.
- D. The firm will permit the Director or his authorized representative access to the premises for the purposes of audits and investigations in the enforcement of the TDI law.
- E. The firm will submit their most recent audited financial statement **annually** to enable a review of their financial ability to continue TDI self-insurance.
- F. The firm will pay all obligations, including benefits, fines, expenses, and assessments imposed pursuant to the statute.
- G. All provisions of the TDI law and related administrative rules will be complied with.

THIS SECTION MUST BE COMPLETED TO EFFECT APPROVAL OF THE PLAN.

TDI claims will be paid not later than 10 days after the filing of required proof of disability and in the following manner:

- _____ 1. We have a salary continuation plan paid through our regular payroll system (Attached are our procedures for claims processing.)

Contact: _____
Address: _____

Telephone No. _____
Fax No. _____
- _____ 2. Our TDI claims will be administered by an independent claims adjustor located in Hawaii in compliance with Act 113.

Contact: _____
Address: _____

Telephone No. _____
Fax No. _____

I understand that failure to abide by any provision of the agreement may result in revocation of the plan or in appropriate fines or penalties or any other action imposed by the DLIR provided by Chapter 392 H.R.S. or its related administrative rules, as amended.

Employer or Authorized Representative (Print Name/Title)

Signature

Date

FOR OFFICE USE ONLY

DLIR Authorized Representative Signature/Title

Date